

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ANOR ADI,

Plaintiff,

-against-

THE CITY OF NEW YORK,
JARRED DEVITO (TAX ID 955876), and
GREGORY ELZ (TAX ID 955900),

Defendants.
-----X

JUDGMENT
17-CV-01441 (ENV) (SMG)

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.
★ DEC 19 2017
BROOKLYN OFFICE

per
12/19/17
(S)

Defendants having offered Plaintiff Anor Adi to take a judgment against the City of New York in this action for the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for Plaintiff Anor Adi's federal claims and Plaintiff Anor Adi having accepted said offer; it is

ORDERED and ADJUDGED that judgment is hereby entered pursuant to Rule 68 of the Federal Rules of Civil Procedure in favor of Plaintiff Anor Adi and against the City of New York in the total sum of Ten Thousand and One (\$10,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs.

In accordance with the offer of judgment, this judgment is in full satisfaction of all

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federal and state law claims or rights that Plaintiff Anor Adi may have to damages, or any other form or relief, arising out of the alleged acts or omissions of Defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action; this judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by Defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that Plaintiffs have suffered any damages; this offer of judgment will act to release and discharge Defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiff Anor Adi arising out of the facts and circumstances that are the subject of this action; Plaintiff Anor Adi waive rights to any claim for interest on the amount of the judgment and agrees that payment of Ten Thousand and One (\$10,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless Plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part; If Plaintiff Anor Adi is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date Plaintiff submits to counsel for Defendants a final demand letter from Medicare; Plaintiff Anor Adi agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. §

JUDGMENT 14-CV- 7513 (ENV)

1395y(b) and 42 C.F.R. §§ 411.22 through 411.26 and Plaintiff Anor Adi further agrees to hold harmless Defendants and all pasts and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: Brooklyn, New York
December 18, 2017

Douglas C. Palmer
Clerk of Court

by: /s/ Jalitza Poveda
Deputy Clerk